The State of Alabama This Indenture made this 28th day
Dallas County 30th July Eighteen hundred and sixty
five by and between the Alabama and Tennessee Rivers
Rail Road Company a body corporate of said State party
of the first part and William H Fellows of the City of Selma
party of the second part and Walker Reynolds of the County
of Dallas of said State party of the third part Witnesseth
That the said party of the first part indebted to the party of the
third part for money advanced and materials furn
=ished by the party of the third part for the use and
benefit and at the special instance and request of the
party of the first part which said indebtedness is secu
=red by twenty promissory notes hereinafter specif
=ied all made by the party of the first part payable
with twenty promissory notes of even date and stated herein
after in connection with said notes respectively secures
all payable to the party of the third part that is to say one
note dated February 14th 1858 and due January 1st 1859
for the sum of Seven Hundred Sixty four 100 dollars
with a credit indorsed thereon August 1st 1862 of three
hundred dollars the following named persons sig
=ning as sureties thereon to wit J. T. Walker L. W. Grafsley W. L. Lee
Glenn Edmund King Charles Jones P. L. Weaver J. W. Tan
=ner and C. C. Phillips one note dated Dec 10th 1858
and due January 1st 1859 for Seven hundred and
two hundred and forty eight 40/100 dollars with a
credit thereon of August 1st 1862 of three hundred dollars
the following persons sign sureties thereon to wit J. T.
Walker L. W. Grafsley P. L. Weaver W. L. Terry Edmund King
Charles Jones J. W. Tanner and C. C. Phillips one note
dated December 7th 1858 and due one day after
date for twenty three hundred and forty three 100
dollars with a credit thereon as of the 1st of August 1862
of four hundred dollars with the following named
persons as sureties to wit Charles Jones Edmund
King P. L. Weaver C. C. Phillips L. W. Grafsley & J. T. Walker
one note dated December 7th 1858 and due one day
after date for six thousand dollars with a credit thereon
August 1st 1862 of one thousand dollars the following
persons sign sureties thereon to wit Edmund
King P. L. Weaver George C. Phillips L. W. Grafsley Thos
Walker and Charles Jones one note dated May
12th 1859 and due one day after date for five thou
=sand dollars with a credit thereon August 1st 1862
of four hundred dollars with the following named
persons as sureties to wit Thos J. Walker
P. L. Weaver Charles Jones and Thomas L. Cawson
one note dated December 11th 1858 and due

due one day after date for fifteen thousand dollars with a credit thereon August 1st 1862 of two thousand dollars with the following persons as sureties George Phillips Thomas A. Walker Charles Jones J. W. Leaphart W. H. Terry W. Bledsoe J. H. Wyley P. T. Mauro and P. T. Watts in consideration of said indebtedness of the party of the first part and of the indulgence which has been given thereon by the party of the second part and of the further indulgence he has promised to give and the party of the first part being willing and desirous of further securing said indebtedness evidenced by the said promissory notes and in consideration of the sum of two thousand dollars to the party of the first part in hand paid by the party of the second part at and before the execution of these indentures the said party of the first part has granted bargained sold and conveyed and does by these indentures grant bargain sell convey to the party of the second part his heirs and assigns forever in trust as hereinafter set forth the hereinafter mentioned and specified lands to wit all the lands belonging to the party of the first part contained in the sections fractions and parts specified and set forth in the schedule hereto attached marked Schedule and exhibit A, subscribed by the President of the party of the first part which is to be taken and referred to as a part of these indentures except such portions of said sections hereinafter disposed of by the party of the first part as mentioned in the lands held by the Company by the names of Cuscalusa to effect the purposes set forth which said lands hereby granted and conveyed are granted in trust to the State of Alabama by act of Congress of the United States entitled an act granting public lands in alternate sections to the State of Alabama to aid in the construction of certain Rail Roads in said State approved 3rd March 1856 which said act of the Legislature was approved January 20th 1858 which lands hereinafter and hereby conveyed are set forth in sections and parts of sections designated on a map in the office of the party of the first part taken from Bedell's

furnished by the General Land Office of the United States at Washington City to which let reference be had all said lands are hereby granted bargained sold and conveyed to the said party of the second part his heirs and assigns in special trust confided with the terms stipulations and conditions hereinafter set forth that is to say that if the party of the first part shall well and truly pay the said promissory notes with the interest accrued and accrue thereon as before or upon the first day of January eighteen hundred and sixty seven to the party of the third part his legal representatives or assigns then and in that case this indenture shall be and become null and void but otherwise shall be and remain in full force & effect & further stipulated that in case the party of the first part shall not pay the amounts due on the said promissory notes with the interest accrued to become due thereon as aforesaid or the date last aforementioned the party of the second part shall have power and he shall when properly required so to do to sell the said land or so much thereof as may be necessary to pay the said amounts due and unpaid on said promissory notes and all expenses which may be incurred by the advertisement and sale of the land to the highest bidder at public auction for cash and he may sell from time to time until the whole of the land shall be sold or a sufficient sum shall be realized from the sales and he shall apply the proceeds after deducting said expenses as much thereof as may be necessary to the payment of the amounts which may be due on said promissory notes principle and interest provided that upon making any sale of said lands as herein aforesaid at least thirty days notice of the sale or sales shall be given specifying the time and place of sale by advertisement in some newspaper published in the City of Selma in said State the parties stipulate that the party of the second part shall have power to sell and convey at private sale at any time before the first day of January 1867 any portion of said lands not more than sufficient to pay said indebtedness if the parties which may be offered shall be deemed by him a fair & reasonable price for the land proposed to be sold and provided that the party of the first part shall by resolution of the board of directors

appropriately given to and secured any such sale or sales as the lands which may be purchased and in case any of said lands shall be thus previously disposed of the proceeds of the sale shall be applied towards the payments of said notes and whatever the said party of the second part shall carefully do on the premises in discharge of the first herein and hereby covenanted upon him and all consequences which shall be made by him in accordance with the terms of this indenture shall be valid and shall be binding on the party of the first part It is expressly provided that nothing in this indenture or in any agreement between the parties hereto or any of them shall have the effect to prevent the party of the first part from enjoying the said indebtedness or any part thereof at any time prior to the first of January 1867. Next, this rights shall cease. In testimony whereof the party of the first part has caused this indenture to be sealed with its seal and the President of the party of the first part hereby under direction thereof for the party of the first part has subscribed his name hereto officially the day and year first above written. Thos A Walker

President of the Hartford Steam Boiler Inspection & Insurance Co.

Witness: Chas. Gardner, Lieutenant Colonel, U.S. Army

Witness: W. H. Fellows, Colonel, Walker Reynolds

Schedule and exhibit "A"

In the District of lands subject to sale at the United States land office at Grand Island Nebraska comprised within the following described tracts to wit: Range Ten (10) East Township Nineteen (19) Section One (1) in Range eleven East Township Nineteen (19) Section 15 & 23 in Range eleven East Township Twenty Section 1, 3, 5, 7, 9, 11, 15, 17, 19, 21, 29, 29, 31, 33, in Range eleven East Township twenty one Section 1, 3, 5, 9, 11, 15, 21, 23, 25, 27, 29, 33, 35, in Range eleven East Township twenty two Section 3, 5, 7, 9, 15, 17, 19, 21, 25, 27, 29, 35, in Range twelve East Township Twenty Section 3, in Range twelve East Township Nineteen Section 21 in Range twelve East Township eighteen Section 15 in Range twelve East Township Nineteen Section 1, 5, 7, 9, 11, 13, 15, 23, 25, in Range 13 East Township twenty Section 1, 3, 11, 13, 15, 23, 25, 27, 29, 33, 35. In Range twelve East Township twenty one Section 1, 11, 15, 17, 19, 23. In Range twelve East Township twenty two Section 1, 3, 5, 7, 15, 23, 31 In Range twelve East Township eighteen Section 19. Same Range Township twenty Section 7, 19, 29, 31. Same Range Township twenty Section 5, 7, 17, 19, 31. Same Range Township one Sec 17, 21, 29, 31, 33. Same Range Township twenty

Grand Island District

Nebraska

Greenville District 15 Miles limit

two Sections 7.
In Range Nine East Township twenty Sections 1. 3. 11. Same
Range Township twenty one Sections 1. 11. 13. 23. 25. 27. 35 Same
Range Township twenty two Sections 13. 23. 25. 27. 35. In Range
Ten East Township Twenty Sections 1. 3. 5. 7. 11. 13. 15. 17. 23. 27. 33. 35.
Same Range Township twenty one Sections 1. 3. 5. 7. 9. 11. 13. 15. 17. 19. 21.
23. 25. 27. 29. 33. 35. Same Range Township twenty two Sections
1. 3. 5. 7. 9. 11. 13. 15. 17. 19. 21. 23. 25. 27. 29. 31. 33. 35. In Range 11 East
Township twenty Sections 7. Same Range Township twenty one
Sections 5. 7. 9. 17. 19. 21. 29. 31. Same Range Township twenty two
Sections 19. 31. In Range 13 East Township Seventeen Sections 7.
Same Range Township Eighteen Sections 13 Same Range
Township Twenties Sections 1. 3. 5. 7. 9. 11. 13. 15. 17. 21. 23. 25. 27. 35. Same
Range Township twenty Sections 1. 3. 9. 11. 13. 15. 17. 21. 23. 25. 27. 29. 31.
33. 35 Same Range Township twenty one Sections 1. 11. 13. 21.
23. 25. 27. 33. 35. Same Range Township twenty two Sections
23. 25. 27. 33. 35. In Range 14 East Township eighteen Sections
1. 3. 5. 7. 9. 11. 13. 15. 23. 25. In Range 14 East Township twenty Sections
3. 5. 7. 9. 11. 29. Same Range Township twenty one Sections 3. 5. 7. 9. 15.
17. 19. 21. 23. 29. 31. 33. 35. In Range fourteen East Township
twenty one Sections 1. 5. 7. 9. 11. 13. 15. 17. 19. 21. 23. 25. 27. 29. 33. 35. Same
Range township twenty two Sections 1. 3. 5. 7. 9. 11. 13. 15. 17. 19. 21. 23.
25. 27. 29. 31. 33. In Range fifteen East township twenty two
Sections 5.

Inventor's Land subject to sale at the Land Office
and Debtor Inventor's Alabama

Not 6 miles limit. In Range Eleven East township twenty three Sections 5. 7. 15.
21. 23. 27. 35 Same Range township twenty four Sections 3. 5. 7.
9. 29. 31. 33. In Range twelve East township twenty three
Sections 1. 11. 13. 15. 21. 23. 25. 27. 29. 33. 35 Same Range Town-
-ship twenty four Sections 1. 21. 23. 27. 29. In Range thirteen
East township twenty three Sections 3. 5. 7. 19. 31. Same Range
township twenty four Sections 1. 3. 7. 11. 13. 15. 17. 21. 25. 27. 29. 31.
33. 35. In Range fourteen East township twenty four Sections
1. 3. 5. 7. 9. 11. 13. 15. 17. 19. 21. 23. 27. 29. 31. In Range fifteen East
township twenty four Sections 5. 7. In Range one West
(Huntsville Meridian) Township twenty Sections 13. 21. 25. 27. 29.
31. 33. 35. In Range one West (Huntsville Meridian)
township twenty one Sections 1. 3. 5. 7. 9. 11. 17. 27. 29. 31. Same Range
township twenty two Sections 3. 7. 11. 23. In Range two West
township twenty Sections 35. Same Range township twenty
one Sections 1. 3. 11. 13. 15. 21. 23. 25. 27. 35. Same Range town-
-ship twenty two Sections 3. 7. 11. 15. 23. In Range four West
township twenty two Sections 17. 19. In Range one East town-
-ship twenty Sections 1. 3. 7. 11. 13. 15. 17. 19. 21. 29. 31. 33.
Same Range township twenty one Sections 9. 19. 29.
31. 35. Same Range township twenty two Sections 1. 3. 7. 9.
Same Range township twenty one Sections 7. Same Range
township twenty two Sections

14-15

In Range one west (St Stephens meridian) township twenty three
Sections 1, 11, 13, 15, 17, 19, 21, 23, 25, 29. In Range eleven East township
twenty three Sections 7. In range twelve East township twenty three
Sections 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, 35. In Range fourteen
East township twenty three Sections 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29,
31, 33, 35. In range fifteen East township twenty four Sections 13,
23, 25, 27, 31, 33, 35. In range fifteen East township twenty three
Sections 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 27, 29, 31, 33. In range sixteen township
twenty four Sections 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, 35. In
range one West township twenty Sections 33. Same Range
township twenty Section 11. In range one West township
twenty Sections 1, 11, 13, 15, 21, 23, 25, 27, 29, 31, 33, 35. Same Range
township twenty Section 33. Same range township twenty two
Sections 11, 13, 15, 21, 23 (In range two East township eighteen Sections
twenty one 21, 25, 27, 29, 31, 33, 35.) Same Range township twenty
Sections 1, 5, 7, 17, 19, 31. In range 3 East township twenty Sections
1, 11, 13, 15, 23, 27, 33. Same range township eighteen Sections 5, 11, 17,
21, 29, 31, 33. In range four East township twenty Sections 13, 23
27, 29, 33. Same range township twenty Sections 15, 19, 21, 29.
In the District of lands subject to sale at the land office
at Centre Alabama. In range one township twenty one Sections
23. In Range two township twenty Sections 25, 35. Same range
township twenty one Sections 1, 3, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29. Same
range township twenty two Sections 5. In range three township
eighteen Sections 25, 33, 35. Same range township twenty
Sections 1. Same range township twenty Sections 3, 5, 9, 11, 13, 15, 17, 23,
33. (Same range township twenty Sections 13, 19, 25, 29, 31, 35. Same
range township twenty one Sections 1, 3, 5, 7, 9, 11, 15, 17, 19, 21.) In
range four township twenty Sections 25, 35. Same Range
township eighteen Sections 3, 9, 11, 13, 15, 17, 21, 23, 25, 27, 31, 33, 35. Same
range township twenty Sections 3, 5, 7, 9. (Same range township
twenty Sections 9, 15, 17, 21, 23, 27.) In range five East township
twenty Sections 29, 31, 35. Same range township twenty Sections
1, 3, 11, 17, 19. Same range township twenty Sections 1, 11,
13, 23, 29, 33. In Same range township twenty Section 5.
In range six township twenty Sections 1, 3, 5, 9, 11. In range
six township twenty eighteen Sections 3, 11. Same range township
twenty Sections 13, 23, 29, 33. Same range township twenty
Sections 1, 3, 11, 13, 15, 35. Same range township eighteen Sections 11,
15, 23, 27, 35. Same range township twenty Sections 1, 3, 7, 9, 11,
15, 17, 19. In range seven township twenty Sections 13, 21, 23, 25,
27, 29, 31, 33, 35. In range seven township twenty Sections 3,
5, 7, 9, 11, 13, 17, 19, 21, 23, 25, 27, 29. In same range township
twenty Sections 3. Same range township twenty Sections
3, 13, 15, 19, 21, 23, 25, 27, 29, 31, 33, 35. Same range township
twenty Sections 13, 5, 7, 9, 11, 13, 15, 19, 21, 23, 25, 27, 29, 33. Same
range township twenty Sections 5, 7, 13, 23, 25, 27, 33, 35.
Same range township eighteen Sections 1, 3, 5, 7, 9, 11, 15, 17, 19, 21,
29, 31.

In range eighteen township twelve Sections 1, 17, 19, 29, 31, 33.
Same range township thirteen Sections 5, 7, 9, 11, 13, 17, 19, 21, 23
27, 29, 31, 33. Same range township fourteen Section 33.
Same range township fifteen Sections 1, 11, 13, 15, 19, 21, 23, 25
27, 29, 33, 35 Same range township sixteen Sections 1, 3, 7, 9, 11
13, 15, 17. In range eight township seventeen Sections 1, 7, 9, 11,
13, 15, 17, 19, 21, 23, 27, 29, 31. In range (9) nine township thir=
=teen Sections 27, 29, 31, 33. Same range township fourteen
Sections 5, 7, 11, 15, 17, 19, 21, 29, 31, 33. Same range township fif=
=teen Sections 5, 7, 19, 31. Same range township sixteen Sec=
=tions 7, 31

Center post =not 15 miles east

In range one East township twenty one Section 23
In range two East township twenty two Sections 3, 5, 9, 13, 15
17, 19, 21. In range three East township eighteen Sections
1, 11, 13, 23, 27, 33, 35. Same range township twenty one Sections
13, 23, 27, 29, 33. Same range township twenty two Sections 1, 3,
4E 5, 7, 9, 11, 13, 15, 17, 19, 21, 23. In range four East township Sec=
=tions Sections 13, 25, 27, 33, 35 Same range township eigh=
=teen Sections 3 & 7. Same range township twenty Sections
23, 25, 27, 33. Same range township twenty one Sections 13,
17, 23, 25, 27, 31, 33, 35 Same range township twenty two
Sections 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23. In range five town=
=ship fifteen (15) Sections 23, 25, 29, 33, 35 In range five East
township seventeen Sections 5, 7, 11, 15, 17, 19, 23, 25, 27, 33 Same
range township seventeen Section twenty nine Same range
township nineteen Sections 25, 27, 33, 35. Same range town=
=ship twenty Sections 1, 3, 9, 11, 13, 15, 17, 19, 21, 23, 25, 29, 31, 33, 35
Same range township twenty one Sections (one) 1, 3, 5, 7, 9,
11, 13, 15, 17, 19, 21, 23, 27, 29, 31, 35 Same range township twenty
two Sections 5, 7. In range six East township seventeen
Sections 25, 33. Same range township eighteen Sections 1, 3, 5
7, 9, 11, 13, 23, 25, 27, 29, 31, 33, 35 Same range township nine=
teen Sections 1, 3, 5, 7, 9, 11, 13, 15, 19, 21. Same range town=
=ship twenty Sections 1, 11, 13, 15, 17, 19, 21, 23, 25, 29, 31, 33, 35
Same range township twenty one Sections 1, 3, 5, 7, 9, 11, 13,
15, 17, 19, 21, 23, 25, 27, 29, 31, 33, 35 Same range township twenty
two Sections 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 29, 31, 33, 35
Same range township twenty Sections 1, 3, 5, 7, 9, 11, 15, 17, 19,
21, 23, 25, 27, 29, 31, 35 Same range township twenty one
Sections 5, 7, 17, 19. In range (7) seven East township four=
=teen Section 31. Same range township fifteen (15) Sections
19, 31. In Range seven East township sixteen Sections six
7. Same range township eighteen Sections ~~one~~ 1, 11, 13,
15, 21, 23, 25, 27, 29, 31, 33, 35 Same range township twenty
Sections 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 29, 31 Same range
township twenty Sections 1, 7, 9, 19, 21, 29, 31. In range
eight East township seventeen Sections thirteen 23, 25, 27, 33
35 Same range township eighteen Sections 1, 3, 5, 7, 9, 11,
13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, 35 Same range township
twenty Sections 3, 5, 7, 9, 11, 15, 17, 19, 21, 29, 31. In range
nine East township twenty Sections 25, 27, 33, 35

Same range township fourteen Sections 3, 5, 7, 9, 11, 13, 17, 23, 25, 27, 29, Same range township fifteen Sections 1, 11, 25. Same range township sixteen Sections 1, 13, 25. Same range township seventeen Sections 1, 13, 21, 23, 25, 27, 29, 31, 33, 35 — Same range township eighteen Sections 1, 3, 5, 7, 9, 11, 15, 17, 19, 21, 25, 27, 29, 31, 33, 35. Same range township nineteen Sections 3, 5, 7, 11, 13, 23, 27, 31, 33. In range (9) nine East township twelve Sections five 5, 7. In range ten East township twelve Sections 7. Same range township thirteen Sections 7, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, 35. Same range township fourteen Sections 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, 35 — Same range township fifteen Sections 1, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, 35 — Same range township sixteen Sections 3, 5, 7, 15, 17, 21, 31, 29, 31, 33, 31. Same range township seventeen Sections 5, 7. Same range township eighteen Sections 1. In range eleven East township thirteen Sections 7, 19, 31. Same range township fourteen Sections 7, 19, 31. Same range township fifteen Sections 1.

Hardwood Deduct 15 Mels'lement

In range twelve East township thirteen Sections 13, 25, 33 — Same range township 14, Sections 1. In range five township twelve Sections 19, 21, 23, 27, 29, 31, 33, 35 — Same range township thirteen Sections 1, 3, 5, 7, 9, 11, 15, 21, 23, 25, 27, 29, 31, 33. In range five township fourteen Sections 3, 5, 7, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29, 33, 35 — In range six township twelve Sections 19, 23, 27.

Hardwood Deduct 4 Mels'lement

In range five East township twelve Sections 13, 23, 25 —

Thos. A. Walker.
President of the Alabama Central Rail Road Co.
W. H. Fellows Trustee
Walker Reynolds

Witnessed all Goodwin
Secty & Treasurer
of the Company
W. Kittrell

The State of Alabama } I, M. L. Williams Mayor of said City
Dallas County } and ex officio justice of the peace for
City of Selma } the State and County aforesaid hereby
Certify that Thos. A. Walker President of the Alabama &
Tennessee River Rail Road Company who is known to me
personally and as such President and whose name is
known as President to subscribed to the foregoing Conveyance
personally appeared before me this day and acknowledged
that being informed of the contents of the said Conveyance
he voluntarily and under due authority from said
Rail Road Company executed the same Company & the
officers thereto and subscribed the same as President
in execution thereof by and on the part of said Rail Road
Company as its act and deed. In testimony whereof I have hereunto
subscribed my name officially and as evidence of
my official character have affixed the seal of said
City to the hereto affixed & attested by the City Clerk.

N. B. Walker Mayor of Salem
and ex officio Justice of the Peace

Arnold Strong
City Clerk.

Filed for record on my office this 2d day of December 1865 & recorded this 4th day of the same month.
I Certify that said deed has upon it seventy five dollars of revenue stamps N. B. Walker
Justice of Peace